



**STATE OF IOWA**  
**MASTER AGREEMENT**  
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 06-01-2008  
 EXPIRATION DATE: 05-31-2009  
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**VENDOR:**

**PHOENIX TRADING INC**  
**17661 128th PI NE**

**Woodinville, WA 98072**  
**USA**

**VENDOR CONTACT:**

WENDY HEMMING

**PHONE:** 800-556-6322

**EMAIL:**

**EXT:**

**FOB** FOB Ship Pt, Freight Prepaid

**ISSUER:**

SHARON DOWNEY

**PHONE:** 515-281-5982

**EMAIL:** Sharon.Downey@iowa.gov

**Contract For:** Personal Care items

Contract to provide person care items pursuant to the specifications, terms and conditions of sealed bid no. 0907005132 dated 5-18-07 on file with with DAS/GSE/Procurement services.

fax: 800-525-4042

AMERCARE@VERIZON.NET

**RENEWAL OPTIONS**

**FROM** 06-01-2008 **TO** 05-31-2009

**FROM** 06-01-2009 **TO** 05-31-2010

**AUTHORIZED DEPARTMENT**

ALL

SUB Other Governmental Entities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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1	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES MINIMUM ORDER 1 CASE MINIMUM ORDER FOR FOB 25 CASES. NET 30 DAY COMP 5" BLACK 144/CASE PRODUCT NO. C-5 PRICE PER EACH .02	\$2.440000 \$0.000000
2	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES HAIR BRUSH, 12/CASE PRODUCT NO. HB-01 .30 EACH	\$3.540000 \$0.000000
3	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES MINI HAIR PICK, 5" 576/CS PRODUCT NO. 567 .11 EACH	\$60.480000 \$0.000000
4	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES SHAMPOO COMB 8" 144/CS PRODUCT NO. C-2800 .16 EACH	\$22.320000 \$0.000000
5	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES EFFERGRIP DENTURE ADHESIVE 2.5 OZ. 12/CASE, PRODUCT NO. PFZ-63965 3.45 EACH	\$41.500000 \$0.000000
6	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES GEL TOOTHPASTE 3 OZ. 24/CASE PRODUCT NO. TP-300-G .41 EACH	\$9.840000 \$0.000000
7	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES JR TOOTHBRUSHES 144/CASE PRODUCT NO. TB-JR .10 EACH	\$14.400000 \$0.000000
8	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES MOUTHWASH 4 OZ. 12/CASE, PRODUCT NO. MW-4 .45 EACH	\$5.400000 \$0.000000
9	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES TOOTHBRUSH HOLDERS 100/CASE, PRODUCT NO. TB-H .18 EACH	\$18.000000 \$0.000000
10	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES ADULT TOOTHBRUSHES , 41 TUFT, 1 DOZEN TO CASE, PRODUCT NO. TB-41-DZ .12 EACH	\$1.440000 \$0.000000
11	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES STICK DEODORANT 2 OZ., 12/CASE, PRODUCT NO. STD-2, .75 EACH BRAND: is what_____	\$9.000000 \$0.000000



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12	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES STICK DEODORANT 2 OZ. 12/CASE, PRODUCT NO. STD-2 BRAND _____	\$9.000000 \$0.000000
13	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES FINGERNAIL CLIPPERS, NO FILE, 36/CASE, PRODUCT NO. CL-FIN, .25 EACH	\$9.000000 \$0.000000
14	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES TOE NAIL CLIPPERS , NO FILE 24/CASE, PRODUCT NO. CL-TOE .65 EACH	\$15.600000 \$0.000000
15	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES *MAY NEED A WAIVER FROM IPI ANTIBACTERIAL BAR SOAP. UNWRAPPED. 3 OZ. 200/CASE, PRODUCT NO. S-3-UN , .14 EACH	\$28.000000 \$0.000000
16	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES ALCOHOL PREP PADS MEDIUM CASE SIZE;_180 PRODUCT NO. HC3001, .02 EACH	\$36.000000 \$0.000000
17	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES MAY NEED A WAIVER FROM IPI ALL IN ONES MAX SECURITY CLEAR (SHAVE, SHOWER AND SHAMPOO, CASE SIZE 60 PRODUCT NO. MS845 .45 EACH	\$27.000000 \$0.000000
18	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES MAY NEED A WAIVER FROM IPI ALL IN ONES MAX SECURITY CLEAR (SHAVE, SHOWER AND SHAMPOO 2 CASE SIZE 96 PRODUCT NO. 3N1-2 .26 EACH	\$25.000000 \$0.000000
19	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES MAY NEED A WAIVER FROM IPI ANTI-DEO SOOTHNG ALOE 2.6 OZ CASE SIZE _12 PRODUCT NO. 7805 1.75 EACH	\$21.000000 \$0.000000
20	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES ANTIPERSPIRANT ,DIAL SCENTED. CASE SIZE 96 PRODUCT NO. 7685 .98 EACH	\$94.080000 \$0.000000



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21	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES BARBICIDE, DISINFECTANT 64 OZ. CASE SIZE_6_ PRODUCT NO. 56420 11.50 EACH	\$69.000000 \$0.000000
22	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES BERGAMONT 7 OZ. CONDITIONER CASE SIZE _12_____ PRODUCT NO. LA5079 1.28 EACH	\$15.360000 \$0.000000
23	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES BERGAMOT, 4 OZ. CONDITIONER. CASE SIZE _60_____ PRODUCT NO. 024 .68 EACH	\$40.800000 \$0.000000
24	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES BERGAMOT, BLK ORCHID 4 OZ. CASE SIZE __60_____ PRODUCT NO. LA1301 .68 EACH	\$40.800000 \$0.000000
25	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES BRUSH, CLUB NO HANDLE NYLON BRI CASE SIZE_48_____ PRODUCT NO. CLUB .65 EACH	\$31.200000 \$0.000000
26	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES CLIPPER, FINGERMNAIL, CASE SIZE____36_____ PRODUCT NO. PT1 ,25 EACH	\$9.000000 \$0.000000
27	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES CLIPPER, TOE NAIL CASE SIZE____24_____ PRODUCT NO. PT3 .65 EACH	\$15.600000 \$0.000000
28	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES COMP, 5" BULK PACKED 2160/CASE PRODUCT NO. C5B .02 EACH	\$32.400000 \$0.000000



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29	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES COMB, 5" POCKET BLACK 1 GR/CASE PRODUCT NO. C-5 .02 EACH	\$2.160000 \$0.000000
30	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES COMB, 6" SHAMPOO BLACK CASE SIZE 720 PRODUCT NO. COMB-6H .09 EACH	\$73.440000 \$0.000000
31	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES COMB, 7" REGULAR BLACK 1 GR/CASE PRODUCT NO. C-7 .03 EACH	\$4.030000 \$0.000000
32	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES COMB, ASST COLORS 9" LARGE, 1 GR/CASE PRODUCT NO. C-9C .18 EACH	\$25.920000 \$0.000000
33	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES COMB, BLACK 9" LARGE 1 GR/CASE PRODUCT NO. C-9 .17 EACH	\$23.760000 \$0.000000
34	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES COMB, LICE 3" BLACK CASE SIZE 72 PRODUCT NO. LSC .25 EACH	\$18.000000 \$0.000000
35	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES COMB SHAMPOO 8 1/4" BLK CASE SIZE 144 PRODUCT NO. COMB-8H .17 EACH	\$23.760000 \$0.000000
36	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES CONDITIONER, BALSAM 8 OZ. CASE SIZE 36 PRODUCT NO. LA7027-8 .58 EACH	\$20.880000 \$0.000000



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37	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> CONDITIONER, BLUE MAGIC 4 OZ. Note: Bid Amerfresh Bergamot CASE SIZE <u>60</u> PRODUCT NO. 023 .65 EACH	\$39.000000 \$0.000000
38	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> CONDITIONER VO5 SPLIT ENDS, CASE SIZE <u>12</u> PRODUCT NO. 19811 .95 EACH	\$11.400000 \$0.000000
39	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> CONDITIONER LEAVE IN, 14 OZ. CASE SIZE <u>12</u> PRODUCT NO. 5133 1.45 EACH	\$17.400000 \$0.000000
40	0.00000	CASE	640  <b>PAPER AND PLASTIC PRODUCTS, DISPOSABLE</b> CUP, PAPER, DISPENSER 1 OZ. CASE SIZE <u>500</u> PRODUCT NO. 60181 .15 EACH	\$75.000000 \$0.000000
41	0.00000	CASE	640  <b>PAPER AND PLASTIC PRODUCTS, DISPOSABLE</b> CUP, PLASTIC 1 OZ. CASE SIZE <u>1000</u> PRODUCT NO. 60183 .01 EACH	\$65.000000 \$0.000000
42	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEOD. STICK, 5 OZ. ALCOHOL FREE CASE SIZE <u>144</u> PRODUCT NO. FD-05 .28 EACH	\$40.320000 \$0.000000
43	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEOD. ANTI PER. SPEED STICK 2 OZ. CASE SIZE <u>12</u> PRODUCT NO. CG95008 1.72 EACH	\$20.640000 \$0.000000
44	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEODORANT, 12 OZ. GEL PACKETTE. CASE SIZE <u>1000</u> PRODUCT NO. PKD .04 EACH	\$38.000000 \$0.000000



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45	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEODORANT, 1.5 OZ LADY SPEED STICK. CASE SIZE <u>12</u> PRODUCT NO. M30856 1.55 EACH	\$18.600000 \$0.000000
46	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEODORANT 1.5 OZ. ROLL-ON CASE SIZE <u>96</u> PRODUCT NO. POI10150 .35 EACH	\$33.600000 \$0.000000
47	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEODORANT 2 OZ. REG. MENNEN CASE SIZE <u>12</u> PRODUCT NO. CG94002 1.72 EACH	\$20.640000 \$0.000000
48	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEODORANT, FRESHSCENT 1.6 OZ. CASE SIZE <u>12</u> PRODUCT NO. FR16 .62 EACH	\$7.440000 \$0.000000
49	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEODORANT, LADIES STICK 2.25 OZ. CASE SIZE <u>12</u> PRODUCT NO. 85165 .62 EACH	\$7.440000 \$0.000000
50	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEODORANT, MAX SECURITY 2 OZ. CASE SIZE <u>12</u> PRODUCT NO. 6787 .60 EACH	\$7.200000 \$0.000000
51	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEODORANT, MEN'S STICK 2.25 OZ. CASE SIZE <u>12</u> PRODUCT NO. 73565 .62 EACH	\$7.440000 \$0.000000
52	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> DEODORANT RIGHT GUARD 2 OZ. CASE SIZE <u>12</u> PRODUCT NO. G5173 .2.28 EACH	\$27.360000 \$0.000000



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53	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES DEODORANT RIGHT GUARD AEROSOL CASE SIZE____12____ PRODUCT NO. G6374 3.75 EACH	\$45.000000 \$0.000000
54	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES DEODORANT, RIGHT GUARD GEL 3 OZ. CASE SIZE__12____ PRODUCT NO. G5190 2.45 EACH	\$29.400000 \$0.000000
55	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES DISPENSER, NON-ALCOHOL FOAMING CASE SIZE____12____ PRODUCT NO. 98131 7.95 EACH	\$95.400000 \$0.000000
56	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES HAIR DRESSING 4 OZ. CASE SIZE____12____ PRODUCT NO. 018 .68 EACH	\$8.160000 \$0.000000
57	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES HAIRBRUSH, STANDARD 8" NYLON CASE SIZE____24____ PRODUCT NO. HB .28 EACH	\$6.720000 \$0.000000
58	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES HAIRBRUSH VENTED 7 3/4" PLASTIC CASE SIZE____24____ PRODUCT NO. HB-02 .32 EACH	\$7.680000 \$0.000000
59	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES KIT, MAXIMUM SSECURITY CASE SIZE____144____ PRODUCT NO. SHAK-3001 .45 EACH	\$64.800000 \$0.000000
60	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES KIT-TB, TP C, R, RD, S1, SHKP4 CASE SIZE__48____ PRODUCT NO. SHAK-1635 1.55 EACH	\$74.400000 \$0.000000





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61	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> KLEENEX JR'S 5.8" X 8.4" CASE SIZE 48 PRODUCT NO. 21195 .88 EACH	\$42.240000 \$0.000000
62	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> LIP BALM, CHAP-ET CASE SIZE 60 PRODUCT NO. 005124 .42 EACH	\$25.200000 \$0.000000
63	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> LIP BALM, CHAP-ET CASE SIZE 60 PRODUCT NO. 005127 .42 EACH	\$25.200000 \$0.000000
64	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> LOTION, COCOA BUTTER 12 OZ. CASE SIZE 12 PRODUCT NO. LA0236 15-CBL-15 .95 EACH	\$11.400000 \$0.000000
65	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> LOTION, HAND AND BODY CASE SIZE 48 PRODUCT NO. 2173 8-IT-8 .58 EACH	\$27.840000 \$0.000000
66	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> LOTION, HAND & BODY .25 OZ. CASE SIZE 1000 PRODUCT NO. 22750 IT-P .04 EACH	\$38.000000 \$0.000000
67	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> LOTION, LANDER ADVANCED SKIN CASE SIZE 60 PRODUCT NO. 4940 SK-4 OZ .58 EACH	\$34.800000 \$0.000000
68	0.00000	CASE	652  <b>PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES</b> LOTION, SKIN CASE 12 OZ. CASE SIZE 12 PRODUCT NO. LA0222 15-IT-15	\$11.000000 \$0.000000



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			.95 EACH	
69	0.00000	CASE	652	\$27.000000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES LOTION, SUAVE SKIN THERAPY CASE SIZE_____12_____ PRODUCT NO. 2264 2.25 EACH	
70	0.00000	CASE	652	\$7.800000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES LOTION, VASELINE 11 OZ. CASE SIZE_____12_____ PRODUCT NO. 64000 PJ-1 OZ. TUBE .65 EACH	
71	0.00000	CASE	652	\$22.200000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES LOTION, LANDER ADVANCED 20 OZ. CASE SIZE_____12_____ PRODUCT NO. 5018 1.85 EACH	
72	0.00000	CASE	652	\$43.800000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES LUBRIDERM LOTION 6 OZ. CASE SIZE_____12_____ PRODUCT NO. 4262 3.65 EACH	
73	0.00000	CASE	48582	\$22.500000 \$0.000000
			Sanitary Napkins and Tampons, Dispensable Type MAXI-THINS BULK 500 PER CASE PRODUCT NO. 500 IM .05 EACH	
74	0.00000	CASE	652	\$22.800000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES MOUTHWASH, AIC FREE 4 OZ. CASE SIZE_____60_____ PRODUCT NO. AFM4 .38 EACH	
75	0.00000	CASE	652	\$8.160000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES MOUTHWASH AIC FREE CLEAR 6 OZ. CASE SIZE_____12_____ PRODUCT NO. LA4222 .68 EACH	
76	0.00000	CASE	652	\$39.000000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES NON-ALCOHOL HAND SANITIZER CASE SIZE_____60_____ PRODUCT NO. 56500	



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			.65 EACH	
77	0.00000	CASE	652	\$8.280000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES MAY NEED A WAIVER FROM IPI NON-ALCOHOL HAND SANITIZER CASE SIZE__12_____ PRODUCT NO. 57210 .69 EACH	
78	0.00000	CASE	48582	\$11.880000 \$0.000000
			Sanitary Napkins and Tampons, Dispensable Type PANTY SHIELDS CASE SIZE__396_____ PRODUCT NO. 305 .03 EACH	
79	0.00000	CASE	652	\$39.000000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES PETROLEUM JELLY 4 OZ. CASE SIZE__60_____ PRODUCT NO. LA0649 .65 EACH	
80	0.00000	CASE	652	\$15.600000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES PETROLEUM JELLY 7 OZ. CASE SIZE__12_____ PRODUCT NO. 5077 1.30 EACH	
81	0.00000	CASE	652	\$51.840000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES PICK, 5" AFRO BLACK CASE SIZE__576_____ PRODUCT NO. PICK-5 .09 EACH	
82	0.00000	CASE	652	\$25.920000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES PICK, 7" AFRO BLACK CASE SIZE__144_____ PRODUCT NO. PICK-7 .18 EACH	
83	0.00000	CASE	652	\$40.800000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES POMADE, BLACK ORCHID 4 OZ. CASE SIZE__60_____ PRODUCT NO. LA1300 .68 EACH	
84	0.00000	CASE	652	\$15.600000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES POMADE, BLACK ORCHID 7 OZ. CASE SIZE__12_____ PRODUCT NO. LA1300 .68 EACH	



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			PRODUCT NO. LA5078 1.30 EACH	
85	0.00000	CASE	652	\$23.040000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES POWDER, CORNSTARCH 4 OZ. CASE SIZE__48_____ PRODUCT NO. CS40048 .48 EACH	
86	0.00000	CASE	652	\$15.000000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES POWDER TALCUM, BABY 14 OZ. CASE SIZE__12_____ PRODUCT NO. LA1063 1.25 EACH	
87	0.00000	CASE	6526562	\$85.000000 \$0.000000
			RAZORS, SAFETY RAZOR, BIC DISPOSABLE CASE SIZE __1000_____ PRODUCT NO. B-100 .09 EACH	
88	0.00000	CASE	6526562	\$85.000000 \$0.000000
			RAZORS, SAFETY RAZOR, BIC SINGLE BLADE CASE SIZE__1000_____ PRODUCT NO. X1000 .09 EACH	
89	0.00000	CASE	6526562	\$42.500000 \$0.000000
			RAZORS, SAFETY RAZOR, PERSONAL TRIPLE BLADE CASE SIZE__500_____ PRODUCT NO. R3B .09 EACH	
90	0.00000	CASE	6526562	\$45.000000 \$0.000000
			RAZORS, SAFETY RAZOR, SINGLE BLADE DISPOSABLE CASE SIZE__1000_____ PRODUCT NO. CLR1000 .05 EACH	
91	0.00000	CASE	6526562	\$25.200000 \$0.000000
			RAZORS, SAFETY RAZOR, SINGLE BLADE DISPOSABLE CASE SIZE__500_____ PRODUCT NO. R600 .04 EACH	
92	0.00000	CASE	6526562	\$90.000000 \$0.000000
			RAZORS, SAFETY RAZOR, SINGLE BLADE GREEN CASE SIZE__1000_____ .04 EACH	



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			PRODUCT NO. SR2000 .05 EACH	
93	0.00000	CASE	6526562	\$45.000000 \$0.000000
			<b>RAZORS, SAFETY</b> RAZOR, SINGLE BLADE WITH CLEAR CASE SIZE ____500____ PRODUCT NO. RC600 .08 EACH	
94	0.00000	CASE	6526562	\$34.800000 \$0.000000
			<b>RAZORS, SAFETY</b> RAZOR, TWIN BLADE DISPOSABLE CASE SIZE ____500____ PRODUCT NO. RTB600 .06 EACH	
95	0.00000	CASE	48582	\$27.650000 \$0.000000
			<b>Sanitary Napkins and Tampons, Dispensable Type</b> SANITARY NAPKIN, IND WRPD CASE SIZE ____500____ PRODUCT NO. SN12 .05 EACH	
96	0.00000	CASE	6524274	\$42.000000 \$0.000000
			<b>HAIR SHAMPOO/SOAP/BODY WASH</b> MAY NEED A WAIVER FROM IPI SHAMPOO AND COND. BRECK 2, 5 OZ PACKETS CASE SIZE ____1000____ PRODUCT NO. 20817 .04 EACH	
97	0.00000	CASE	6524274	\$31.800000 \$0.000000
			<b>HAIR SHAMPOO/SOAP/BODY WASH</b> MAY NEED A WAIVER FROM IPI SHAMPOO BABY 1 GALLON CASE SIZE ____4____ PRODUCT NO. 1917 7.95 EACH	
98	0.00000	CASE	6524274	\$27.840000 \$0.000000
			<b>HAIR SHAMPOO/SOAP/BODY WASH</b> MAY NEED A WAIVER FROM IPI SHAMPOO, BALSAM 8 OZ. CASE SIZE ____48____ PRODUCT NO. LA0234-8 .58 EACH	
99	0.00000	CASE	6524274	\$30.000000 \$0.000000
			<b>HAIR SHAMPOO/SOAP/BODY WASH</b> MAY NEED A WAIVER FROM IPI SHAMPOO, CLEAR W/COND. (BBC) CASE SIZE ____4____ PRODUCT NO. CSC128 7.50 EACH	



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100	0.00000	CASE	6524274  HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI SHAMPOO, GOLDEN TOTAL BODY CASE SIZE <u>4</u> PRODUCT NO. 1905 6.25 EACH	\$25.000000 \$0.000000
101	0.00000	CASE	6524274  HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI SHAMPOO, LICE CONTROL 1 GALLON, CASE SIZE <u>4</u> PRODUCT NO. LCS-128 25.95 EACH	\$103.800000 \$0.000000
102	0.00000	CASE	6524274  HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI SHAMPOO, PRE-EMPTIVE STRIKE CASE SIZE <u>4</u> PRODUCT NO. 5095 25.95 EACH	\$103.800000 \$0.000000
103	0.00000		6524274  HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI	\$0.000000 \$0.000000
104	0.00000	CASE	6524274  HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI SHAMPOO, TOTAL BODY CASE SIZE <u>4</u> PRODUCT NO. 3986 7.95 EACH	\$31.800000 \$0.000000
105	0.00000	CASE	6524274  HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI SHAMPOO, VO5 HYDRATORS GUSHING CASE SIZE <u>12</u> PRODUCT NO. 5398 1.45 EACH	\$17.400000 \$0.000000
106	0.00000	CASE	6524274  HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI SHAMPOO, CONDITIONING .34 OZ PKG CASE SIZE <u>1000</u> PRODUCT NO. PKS .04 EACH	\$42.000000 \$0.000000
107	0.00000	CASE	6524274  HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI	\$24.000000 \$0.000000



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			SHAMPOO, MAX SEC 2 OZ. CASE SIZE_____96_____ PRODUCT NO. MS2 .25 EACH	
108	0.00000	CASE	6524274	\$22.800000 \$0.000000
			HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI SHAMPOO MAX SEC ALL IN ONE 4 OZ. CASE SIZE_____60_____ PRODUCT NO. MS404 .38 EACH	
109	0.00000	CASE	6524274	\$17.400000 \$0.000000
			HAIR SHAMPOO/SOAP/BODY WASH MAY NEED A WAIVER FROM IPI SHAMPOO SUAVE DAILY CLARIFYING CASE SIZE_____12_____ PRODUCT NO. 76446 1.45 EACH	
110	0.00000	CASE	65275	\$17.760000 \$0.000000
			Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, Brand is Supermax Brand 14 oz. SHAVE CREAM, 11 OZ. COLGATE CASE SIZE_____12_____ PRODUCT NO. CG85112 1.48 EACH	
111	0.00000	CASE	65275	\$36.000000 \$0.000000
			Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, SHAVE CREAM BRUSHLESS 0.6 OZ. CASE SIZE_____144_____ PRODUCT NO. BSC6 .25 EACH	
112	0.00000	CASE	65275	\$17.760000 \$0.000000
			Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, SHAVE CREAM, COLGATE ARCTIC CASE SIZE_____12_____ PRODUCT NO. 85912 1.48 EACH	
113	0.00000	CASE	65275	\$15.840000 \$0.000000
			Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, SHAVE CREAM FRESHSCENT, 11 OZ. 12 per case PRODUCT NO. ASC11 1.32 EACH	
114	0.00000	CASE	65275	\$79.200000 \$0.000000
			Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, SHAVE CREAM FRESHSCENT, 3 OZ. CASE SIZE_____144_____ PRODUCT NO. BSC3 .55 EACH	



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115	0.00000	CASE	65275  Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, SHAVE CREAM, PACKET .25 OZ. CASE SIZE____1000____ PRODUCT NO. SCP .04 EACH	\$42.000000 \$0.000000
116	0.00000	CASE	65275  Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, SHAVE, QUICK GEL .25 OZ. CASE SIZE____1000____ PRODUCT NO. SPSC .04 EACH	\$43.000000 \$0.000000
117	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES SUNX TOWELETTES, 50 TO A CASE PRODUCT NO. SUNX .05 EACH	\$2.500000 \$0.000000
118	0.00000	CASE	48582  Sanitary Napkins and Tampons, Dispensable Type TAMPON, NN-VENDED PAPER WRAP CASE SIZE____500____ PRODUCT NO. TPX500 .10 EACH	\$47.500000 \$0.000000
119	0.00000	CASE	48582  Sanitary Napkins and Tampons, Dispensable Type TAMPONS, SUPER NON-VEND 500 TO A CASE PRODUCT NO. SBTPX500 .10 EACH	\$0.000000 \$0.000000
120	0.00000	CASE	65284  Toothbrushes and Holders TBRUSH, SHORT HANDLE WITH CAP CASE SIZE____144____ PRODUCT NO. BBST45 .07 EACH	\$9.360000 \$0.000000
121	0.00000	CASE	652  PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES TINACTIN FOOT POWDER 3.8 OZ CASE SIZE____12____ PRODUCT NO. 44406 2.06 EACH	\$24.760000 \$0.000000
122	0.00000	CASE	65284  Toothbrushes and Holders TOOTHBRUSH CAP, CREAM CASE SIZE____144____ PRODUCT NO. NTBC .08 EACH	\$11.520000 \$0.000000





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123	0.00000	CASE	65284  Toothbrushes and Holders TOOTHBRUSH, TUBE, CLEAR CASE SIZE____100____ PRODUCT NO. 422 .18 EACH	\$18.000000 \$0.000000
124	0.00000	CASE	65284  Toothbrushes and Holders TOOTHBRUSH 30 TUFT SOFT CASE SIZE____144____ PRODUCT NO. BB28 .04 EACH	\$5.760000 \$0.000000
125	0.00000	CASE	65284  Toothbrushes and Holders TOOTHBRUSH, 40 TUFT SOFT CASE SIZE____144____ PRODUCT NO. BB37 .06 EACH	\$7.920000 \$0.000000
126	0.00000	CASE	65284  Toothbrushes and Holders TOOTHBRUSH, 50 TUFT SOFT CASE SIZE____144____ PRODUCT NO. BB50 .07 EACH	\$9.360000 \$0.000000
127	0.00000	CASE	65284  Toothbrushes and Holders TOOTHBRUSH, COLGATE SOFT CASE SIZE____72____ PRODUCT NO. CG55589 .65 EACH	\$46.800000 \$0.000000
128	0.00000	CASE	65284  Toothbrushes and Holders TOOTHBRUSH, FLEXIBLE HANDLE CASE SIZE____144____ PRODUCT NO. BBFH30 .22 EACH	\$31.680000 \$0.000000
129	0.00000	CASE	65284  Toothbrushes and Holders TOOTHBRUSH, NYLON MEDIUM CASE SIZE____144____ PRODUCT NO. 50NB-M .15 EACH	\$21.600000 \$0.000000
130	0.00000	CASE	65284  Toothbrushes and Holders TOOTHBRUSH, NYLON SOFT CASE SIZE____144____ PRODUCT NO. 50NB-S .15 EACH	\$21.600000 \$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
131	0.00000	CASE	65284  <b>Toothbrushes and Holders</b> TOOTHBRUSH, PRE-PASTED CASE SIZE <u>144</u> PRODUCT NO. PPTB .22 EACH	\$31.680000 \$0.000000
132	0.00000	CASE	65284  <b>Toothbrushes and Holders</b> TOOTHBRUSH, SHORT HANDLE CASE SIZE <u>144</u> PRODUCT NO. BBST40 .04 EACH	\$5.760000 \$0.000000
133	0.00000	CASE	65284  <b>Toothbrushes and Holders</b> TOOTHBRUSH, THUMB HANDLE 3" 60 DOZEN TO A CASE PRODUCT NO. TH42 .09 EACH	\$63.360000 \$0.000000
134	0.00000	CASE	65284  <b>Toothbrushes and Holders</b> TOOTHBRUSH, THUMB HANDLE 3" CASE SIZE <u>144</u> PRODUCT NO. TH42 .09 EACH	\$12.600000 \$0.000000
135	0.00000	CASE	65285  <b>Tooth Paste, Polish, and Powders</b> TOOTHPASTE, 0.6 OZ. NATUREMINT CASE SIZE <u>720</u> PRODUCT NO. NW114 .12 EACH	\$86.400000 \$0.000000
136	0.00000	CASE	65285  <b>Tooth Paste, Polish, and Powders</b> TOOTHPASTE, 0.85OZ NATUREMINT CASE SIZE <u>720</u> PRODUCT NO. FM85 .13 EACH	\$90.000000 \$0.000000
137	0.00000	CASE	65285  <b>Tooth Paste, Polish, and Powders</b> TOOTHPASTE 1.50 OZ. NATUREMINT CASE SIZE <u>144</u> PRODUCT NO. FM15 .20 EACH	\$28.800000 \$0.000000
138	0.00000	CASE	65285  <b>Tooth Paste, Polish, and Powders</b> TOOTHPASTE, 2.75 OZ. NATUREMINT CASE SIZE <u>144</u> PRODUCT NO. FM275 .32 EACH	\$46.080000 \$0.000000



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139	0.00000	CASE	65285  Tooth Paste, Polish, and Powders TOOTHPASTE 4.6 OZ. MAX SECURIT CASE SIZE 72 PRODUCT NO. MS504N .68 EACH	\$48.960000 \$0.000000
140	0.00000	CASE	65285  Tooth Paste, Polish, and Powders TOOTHPASTE 4.6 OZ NUTUREMINT CASE SIZE 72 PRODUCT NO. FM46 .55 EACH	\$39.600000 \$0.000000
141	0.00000	CASE	65285  Tooth Paste, Polish, and Powders TOOTHPASTE, AIM 6 OZ. GEL CASE SIZE 24 PRODUCT NO. 20202 1.68 EACH	\$40.320000 \$0.000000
142	0.00000	CASE	65285  Tooth Paste, Polish, and Powders TOOTHPASTE CLOSE-UP 4 OZ. GEL CASE SIZE 24 PRODUCT NO 74242 1.65 EACH	\$39.600000 \$0.000000
143	0.00000	CASE	65285  Tooth Paste, Polish, and Powders TOOTHPASTE, COLGATE 15 OZ. CASE SIZE 1000 PRODUCT NO. CG50130 .12 EACH	\$120.000000 \$0.000000
144	0.00000	CASE	65285  Tooth Paste, Polish, and Powders TOOTHPASTE, COLGATE 0.85 oz CASE SIZE 48 PRODUCT NO. CG9782 .40 EACH	\$19.200000 \$0.000000
145	0.00000	CASE	65285  Tooth Paste, Polish, and Powders TOOTHPASTE, TOTAL .7.5 OZ COLGATE CASE SIZE 48 PRODUCT NO. CG74187 .65 EACH	\$31.200000 \$0.000000
146	0.00000	CASE	65275  Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, SHAVE CREAM 5 OZ. 24 TO A CASE PRODUCT NO. SC-5 .75 EACH	\$18.000000 \$0.000000



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147	0.00000	CASE	6526562	\$45.000000 \$0.000000
			RAZORS, SAFETY SINGLE BLADE RAZORS 1000 TO A CASE PRODUCT NO. RAZ-1-C .05 EACH	
148	0.00000	CASE	6526562	\$31.200000 \$0.000000
			RAZORS, SAFETY TWIN BLADE RAZORS 600 TO A CASE PRODUCT NO. RAZ-2-600 .05 EACH	
149	0.00000	CASE	48582	\$47.000000 \$0.000000
			Sanitary Napkins and Tampons, Dispensable Type HOSPITAL SPECIALTY VENDED TAMPONS, 500 PER CASE PRODUCT NO. TP-500	
150	0.00000	CASE	48582	\$22.620000 \$0.000000
			Sanitary Napkins and Tampons, Dispensable Type HOSPITAL SPECIALTY VENDED SANITARY NAPKINS 250 PER CASE PRODUCT NO. 147-A	
151	0.00000	CASE	48582	\$14.890000 \$0.000000
			Sanitary Napkins and Tampons, Dispensable Type AMERFRESH PANTY LINERS, 22/BAG, 18 BAGS PER CASE 396 PER CASE PRODUCT NO. PL-396 HYPO ALLERGENIC	
152	0.00000	CASE	48582	\$44.120000 \$0.000000
			Sanitary Napkins and Tampons, Dispensable Type AMERFRESH TAMPONS, SUPERS 500 PER CASE PRODUCT NO. AMT-500/S	
153	0.00000	CASE	48582	\$43.230000 \$0.000000
			Sanitary Napkins and Tampons, Dispensable Type AMERFRESH TAMPONS, REGULAR 500 PER CASE PRODUCT NO. AMT-500	
154	0.00000	CASE	48582	\$14.730000 \$0.000000
			Sanitary Napkins and Tampons, Dispensable Type AMERFRESH SANITARY NAPKINS INDIV. WRAPPED 250 PER CASE PRODUCT NO. AF-250	



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155	0.00000	CASE	48582	\$11.120000
				\$0.000000
			Sanitary Napkins and Tampons, Dispensable Type	
			HKOPSITAL SPECIALTY WAX LINER BAGS,	
			500 PER CASE	
			PRODUCT NO. KL-260	
156	0.00000	CASE	48582	\$29.450000
				\$0.000000
			Sanitary Napkins and Tampons, Dispensable Type	
			AMERFRESH SANITARY NAPKINS	
			500 PER CASE	
			PRODUCT NO. AF-500	
157	0.00000		652	\$0.000000
				\$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES	
			5 TO 10% DISCOUNT ON ITEMS NOT LISTED	
158	0.00000		96286	\$0.000000
				\$0.000000
			Transportation of Goods and Other Freight Services	
			ALL ORDERS UNDER 25 CASES WILL BE CHARGED FREIGHT.	



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**TERMS AND CONDITIONS****Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

**Remedies upon Default**

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

**Force Majeure**

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

**Subcontractors**

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

**Termination-Non-Appropriation**

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

**Immunity of State/Fed Agencies**

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

**Assignment**

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

**Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

**Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

**Delivery and Acceptance (cont)**

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

**Title to Goods**

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

**Indemnification**

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

**Nondiscrimination**

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

**Warranty**

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

**Taxes**

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

**Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

**Public Records**

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

**Miscellaneous**

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

**Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

**Performance Monitoring**

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.